passenger of his opportunity of buying a ticket. Taking the two propositions just stated into consideration, it would appear that the dissenting opinion, basing its decision on the absolute rights of the parties, is in accord with the weight of authority. 5 *Am. & Eng. Enc.* (2 ed.) 595.

COPYRIGHT—INFRINGEMENT—CITATIONS FROM LAW BOOKS.—EDW. THOMPSON CO. V. AM. LAW BOOK CO., 122 FED. 922.—*Held,* that where the author of a law book, in collecting all the citations of cases available, includes those found in a previously copyrighted work, and, after examining the reports, cites such as he considers applicable in the support of his own original text, the copyright of the earlier work is not infringed.

Matter, to be copyrighted, must be original; *Brightby v. Littleton,* 37 Fed. 103; or must be arranged in an original design. *Mutual Adv. Co. v. Refo,* 76 Fed. 961. Common materials cannot be so copyrighted as to preclude others from using them. *Simms v. Stanton,* 75 Fed. 6. Yet compilations of such matters in a copyrighted work cannot be copied off-hand into another work of a similar nature, either in this country; *Gray v. Russell,* 1 Story 11; 2 *Story, Eq. Jur.,* sec. 940; or in England; *Lewis v. Fullarton,* 2 Beav. 6; although use may be made of them to discover errors and omissions; *Jarrold v. Hoylston,* 3 Kay & J. 708; or as a means for reaching an original result. *Copinger, Copyright,* 91.

DURESS—THREATS TO PROPERTY.—SEARLE ET AL. V. GREGG, 72 PAC. 544 (KAN.).—*Held,* that a mortgage, procured by threats of mischief and injury to property, is to be regarded as having been made under duress.

The old common law rule was that, to constitute duress, threats must be of loss of life, loss of limit, mayhem, or imprisonment. *Bac. Abr., Title Duress, A.* The threat must have been, also, such as to overcome a will of ordinary firmness. *Co. Litt.,* 253. And this latter rule is upheld by modern decisions. *U. S. v. Huckabee,* 16 Wall. 414. But the better view is that, if the will of the party threatened is overcome, there is duress. *Foshay v. Ferguson,* 5 Hill 154; *Clark, Cont.,* 358. Hence in this country threats against property may constitute duress; *Spaids v. Barrett,* 57 Ill. 289; the English courts disagree. *Skeate v. Beale,* 11 Ad. & E. 983. The tendency seems to be to conform our law to the rule long a part of the Civil Law. *Domat, Civ. Law,* pt. I, bk. I, tit. 18, 82.

EXECUTORS AND ADMINISTRATORS—LIMITATIONS—DEBTS—NEW PROMISE.—FINDLEY V. CUNNINGHAM ET AL., 44 S. E. 472 (W. VA.).—*Held,* that an executor or administrator cannot make a new promise to pay a debt of his decedent either before or after the debt has been barred by the statute of limitations. McWhorter, P., and Dent, J., *dissenting.*

The reports show but few decisions on the point involved, and they are of an uncertain character. In *Forney v. Benedict,* 5 Penn. St. 226, it is held that a promise to pay by the executor, given before the debt is barred, must be supported by a sufficient consideration. The executor in the case above is held personally liable. Such a promise is considered in *Case v. Cushman,* 1 Barr. (Penn.) 246, but a *nudum pactum.* The determining factor in *Ricketts v. Ricketts,* 4 Lea (Tenn.) 163, is the special request of the executor for a definite time in which to collect the decedent's assets. Otherwise his promise to pay will not prevent the bar of the